John Brockman Associates, Inc.
2307 Broadway
New York, NY 10024

The Essential Whole Earth Catalog

This will confirm the arrangement between us under which Point Foundation appoints you our exclusive agent and you accept such appointment to handle the marketing throughout the world of all our literary rights to ~~The Whole Earth Software Catalog~~, certain rights to which have been sold to Doubleday & Co. (all other rights with the exception of British Commenwealth of Nations and foreign language rights set forth below are reserved by Point Foundation), and generally to advise us professionally it being understood that:

- You will represent our interests to the best of your ability.

- You are to remit to us promptly monies due as collected.

- You will receive for us all monies due from Point's agreement with Doubleday; as your agency commission you are to retain fifteen percent (15%) of monies so collected ~~of the publishing advance against royalties, and seven and one-half (7½%) percent of all monies due from Point's agreement with Doubleday after the advance payment of one million three hundred thousand dollars ($1,300,000) has been surpassed. This seven and one half percent (7½%) commission will continue through revisions and new editions of The Whole Earth Software Catalog published by Doubleday~~.

- You are to market our literary rights in the British Commonwealth of Nations and all foreign language markets direct and/or through sub-agencies on which the total agency commission (including sub-agency commission, if any) is twenty percent (20%).

- Whenever foreign taxes are deducted at the source of monies due us, your commission will be based on the balance after said tax deduction.

- In the event monies due us as herein described are paid to us or our assigns direct, the commission due you of such gross amounts will be remitted promptly to you by us or otherwise will be deductible by you from other monies in our account with you; you are to reimburse yourself from such monies for advances from you to us ~~and for expenses incurred on our behalf (such as copyright fees, manuscript retyping, telegraphs, cables, long distance telephone calls to us or on our behalf, postage and handling, messengers, xerox and other photocopies of proposals or manuscripts, books or book galleys for submission to magazines or overseas publishers, copies of software on machine readable media, and legal fees, the legal fees being chargeable only when we have agreed to them)~~.

- Mail sent to us in care of you may be opened by you and dealt with, unless it is apparently of a personal nature which you shall forward to us promptly. When we are approached directly by any party interested in our material, we shall inform you immediately and refer the party to you.

(cont'd)

This agreement is effective immediately and continues in effect until you or we have cancelled it, which either may do by giving the other thirty (30) days notice in writing of such cancellation, provided that you will continue to function as agent and to receive your commission on all contracts theretofore negotiated and concluded during the life of this agreement, said commission being hereby assigned and transferred to you as an agency coupled with an interest. In the event within sixty (60) days after effective termination date hereof, we enter into a contract covering any of our aforementioned literary rights ~~or software rights~~ with a person or firm with whom you had, prior to ~~such termination~~, been negotiating for the disposition of said rights, said contract shall be deemed to have been entered into durting the term of the within agreement.

This letter, which is written in duplicate, will constitute an agreement between us when each of us has an executed copy.

Stewart Brand 26 Apr 83
POINT FOUNDATION date

Accepted: JOHN BROCKMAN ASSOCIATES, INC.

John Brockman April 26, 1983
date